

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

Brent Mixon et al

Plaintiff

v.

No. 3:16 -cv- 287

No. 3:17 -cv- 642

Southern Floor Covering, Inc., Jeff Matthews
Steven Keith d/b/a Steven Keith's Floor Covering

Defendants

Defendants' Motion to Reopen Case to Oppose Enforcement of Settlement Agreement

The defendants move the court to reopen the case so they can submit the evidence that the plaintiff Brent Mixon breached the confidentiality provisions of the settlement agreement and therefore is not legally entitled to enforce it. At the recent telephonic hearing, the court expressed some concern that the plaintiff had only submitted a hearsay declaration about Mixon's alleged breach of the confidentiality agreement.

As part of this motion, the plaintiff has attached to the declaration of Thomas Keith who submits his personal knowledge that Brent Mixon told him and another person that he had won his lawsuit against Southern Floor and was about to receive a settlement check. Ex. B.

This suit was filed by six former employees of Southern Floor Covering for overtime compensation. The case was settled for \$45,000 in back pay and legal fees broken down as follows:

Brent Mixon	9,600.00
Marcellus Grant	3,716.58
Melvin Tillis	3,442.28
Teona Rockingham	2,866.26
Nick Boykin	2,674.28
Aaron Williams	699.42
Donati Law Firm	2,000.00
Joel Dillard, Attorney	20,001.18
	45,000

Brent Mixon signed the agreement on August 2, 2019.¹ Six weeks later, he breached the confidentiality provision by telling Thomas Keith and William Newsome in late September 2019 that he and other employees had won their lawsuit and were about to receive a settlement check. That breach was *after* Mixon had signed the agreement.

Thomas Keith submitted a declaration that he had a chance encounter with Brent Mixon and William Newsome at a gas station in late September 2019. Ex. B. They had all worked for Southern Floor Covering at one time so they used the chance encounter to catch up with each other. During the conversation, Brent Mixon bragged to William Newsome in the presence of Thomas Keith that he and other plaintiffs had won their lawsuit and were about to receive a settlement. Timmy Keith reported it to Jeff Matthews, the president of Southern Floor Covering. Matthews then elected to rescind the agreement as to Mixon and not pay him the settlement amount. However, Southern Floor consummated the Settlement Agreement as to all other plaintiffs by paying them on October 1, 2019. Ex. C.

In his motion to enforce the settlement agreement, Mixon does not deny that he breached the confidentiality provision.

For the above reasons, the defendants move the court to reopen the case and to deny the motion to enforce the settlement agreement as to Brent Mixon.

Dated: April 14, 2020.

Respectfully submitted,

/s/ Mike Farrell

Mike Farrell (MSB #5147)

Mike Farrell, PLLC

210 East Capitol Street

¹ Paragraph 8 of the settlement agreement provided for a confidentiality agreement as follows:

The plaintiffs agree to keep confidential the fact and/or the terms of this settlement, including the contents of this agreement or the negotiations of the agreement and will not display, discuss or make public in any manner whatsoever the fact of this settlement, the terms of settlement, the contents of this document or the settlement checks or copies thereof, except as may be required by law or court ordered. ... If any provision of this paragraph is breached, SFC shall be entitled to such legal or equitable relief as may be available by law, including in addition to any other remedy, any other remedy available, the restoration of any and all severance benefits paid hereunder.

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CERTIFICATE OF SERVICE

I certify that on April 14, 2021, I filed this document with the clerk of the court using the ECF system which should have automatically forwarded a copy to the following counsel of record:

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/s/ Mike Farrell
Mike Farrell